UNITED STATES GOVERNMENT
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

SCHINDLER ELEVATOR CORPORATION
Employer-Petitioner

and

LOCAL 1, INTERNATIONAL UNION
OF ELEVATOR CONSTRUCTORS, AFL-CIO
Union Case No. 29-UC-503

and

LOCAL UNION NO. 3, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
Intervenor[1]

DECISION AND ORDER CLARIFYING UNIT

The Employer-Petitioner, Schindler Elevator Corporation, is engaged in the construction, modernization, repair and maintenance of elevators, escalators and related equipment. Up until February 2002, it employed approximately 400 mechanics, helpers, apprentices, adjusters and hourly superintendents in the New York City area, who were represented by Local 1, International Union of Elevator Constructors, AFL-CIO, as part of a 1,200-employee, multi-employer bargaining unit. In February 2002, Schindler acquired Millar Elevator Industries, Inc. and merged the two companies' operations. Schindler hired approximately 215 former Millar employees, who had been represented

[1] The intervention of Local Union No. 3, International Union of Electrical Workers, AFL-CIO ("Local 3") in this proceeding is based on its status as collective bargaining representative of former employees of Millar Elevator Industries, Inc., now employed by Schindler Elevator Corporation, the Employer-Petitioner in this case.

by Local 3, International Brotherhood of Electrical Workers, AFL-CIO. The Employer filed a petition for unit clarification, contending that the 215 former Millar employees constitue an accretion to the multi-employer bargaining unit represented by Local 1. A hearing was held before Paul Richman, a Hearing Officer of the National Labor Relations Board.

As discussed in more detail below, I conclude that the 215 former Millar employees constitute an accretion to the unit represented by Local 1, and I will therefore grant the Employer's petition for clarification.

Bargaining history of the two companies

For many years, Local 1 has been the recognized collective-bargaining representative of approximately 400 mechanics, helpers, apprentices, adjusters and hourly-paid superintendents employed by Schindler at various locations in the New York City area. Schindler is a member of the Elevator Manufacturers' Association of New York (EMANY), a multi-employer bargaining association. The current collective bargaining agreement between Local 1 and EMANY, effective from February 24, 2000, to March 16, 2005, covers employees of employer-members "engaged in [elevator] construction, modernization, service, repair and maintenance work" who are located "within a radius of 35 miles of the City Hall of the City of New York, except Monmouth County, New Jersey, but including all of Long Island" (Er. Ex. 1).[2] Until recently, this

[2] It should be noted that elevator-construction employers such as Schindler have been found to be "engaged primarily in the building and construction industry" under Section 8(f) of the Act. *See* F.H.E. Services, Inc., a wholly owned subsidiary of Kone, Inc., 2001 WL 1598677 (2001), involving another employer-member of EMANY. The record herein does not indicate whether Local 1's status as representative of the EMANY unit falls under Section 8(f) or Section 9(a) of the Act. However, this issue does not appear to affect the outcome of the case.

multi-employer bargaining unit consisted of approximately 1,200 employees of EMANY's employer-members.[3]

For at least 30 years, Local 3 has been the recognized collective-bargaining representative of approximately 215 mechanics, helpers, apprentices, and hourly-paid superintendents employed by Millar Elevator Industries, Inc.[4] Although Millar was owned by the same parent company (Schindler Enterprises, Inc.) as Schindler Elevator Corporation (the Employer in this case), there is no dispute that Millar operated as a completely separate and distinct company, with its own workforce, facility, supervisors and labor relations. Millar was a member of the Elevator Industries Association, Inc. (EIA), a multi-employer bargaining association. In 1999, Local 3 was certified in Case No. 29-RC-8732 as representative of a unit of approximately 1,500 employees employed by EIA's employer-members. The current collective bargaining agreement between Local 3 and EIA for this multi-employer bargaining unit is effective from February 28, 2000, to February 23, 2003 (Loc. 3 Ex. 1).

The parties' contentions

As noted above, the issue presented for clarification concerns the unit placement of approximately 215 employees formerly employed by Millar (and represented by

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[3] Although Local 1's Secretary-Treasurer, Anthony Orrigo, initially testified that there are 1,500 employees employed by EMANY members, he later clarified that that number included the "200 plus" former Millar employees in dispute in this case, as well as another "100 plus" recently added to the unit from another employer. Thus, at the time when Millar employees were added, the multi-employer unit numbered approximately 1,200 to 1,300.

[4] All references to "Millar" herein refer to Millar Elevator Industries. They do not refer to Millar Elevator Services Corporation, an entity which was mentioned at the hearing but which no longer exists and is irrelevant to this case.

Local 3) who became employees of Schindler on February 6, 2002, after Schindler purchased

Millar and merged the two companies' operations, as described in more detail below. The Employer-Petitioner contends that the 215 former Millar employees have accreted to the existing 1,200-employee, multi-employer EMANY bargaining unit[5] represented by Local 1. Local 1 agrees with this contention.

Local 3's position on the unit issue is not entirely clear from its statements on the record and its post-hearing brief. Although Local 3 filed a Section 301 lawsuit in federal district court alleging that Millar continued to be bound by its collective bargaining agreement with Local 3, and alleging that Millar and Schindler are jointly and severally liable for union dues that the Millar employees would have had to pay until the agreement's expiration on February 23, 2003 (see Bd. Ex. 3(A)), it is not clear whether Local 3 still claims to represent the former Millar employees in a separate bargaining unit.[6] Furthermore, although Local 3 cites such cases in its brief as Martin Marietta Chemicals, 270 NLRB 821 (1984), in which the Board called for an election after employees represented by two different unions were combined into a single bargaining unit, it is not clear that Local 3 seeks an election in any combined unit herein. Local 3 generally seeks dismissal of the instant UC petition, claiming *inter alia* that the Employer's actions have disrupted the certified unit represented by Local 3 and constitute an improper mid-contract change during the term of Local 3's contract with

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5 The Employer's initial petition for unit clarification sought to add the 215 Millar employees to the existing group of 401 Schindler employees, for a total of 616. (See Bd. Ex. 1.) However, at the hearing, the Employer sought to amend its petition to reflect an accretion to the 1,200 multi-employer EMANY unit (Tr. 52).

EIA, that the Board should not "rubber stamp" the Employer's unilateral actions by granting the petitioned-for clarification, and that the Employer's ulterior motive is to derail the lawsuits pending in federal court. It should be noted that Local 3 has not filed any unfair labor practice charges in connection with these events.

In support of its petition for unit clarification, the Employer called four witnesses to testify: Desmond O'Brien (treasurer of Schindler), Michael Landis (Schindler's vice president for New York region), Gennaro Spampanato (former Millar vice president of service and operations, currently Schindler's service and repair manager for the midtown south branch) and Steven DiRaimondo (former Millar mechanic, currently Schindler mechanic). Local 3 called its business representative, Robert Olenick, to testify. Local 1 called its secretary-treasurer, Anthony Orrigo, to testify.

Merger of the two companies

As noted above, Schindler and Millar were both subsidiaries of the same parent corporation. However, they used to operate as separate and distinct companies, performing somewhat different kinds of work. Specifically, Schindler manufactured and installed elevators and escalators as part of the construction of new buildings. In the elevator industry, this is known as an original equipment manufacturer ("OEM"). Schindler also repaired and maintained equipment that it had made and installed, but its mechanics did not generally repair any equipment made by other manufacturers. Schindler had five facilities in its New York City region, including three in Manhattan (1211 Avenue of the Americas, 333 East 38th Street and 50 Rockefeller Plaza), one in Lynbrook, New York, and one in Morristown, New Jersey. District manager Charles

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6 According to Local 3's attorney, lawsuits under the Employee Retirement Income Security Act

Gutowski was the person who primarily handled Schindler's labor relations, including contract negotiations with Local 1.

By contrast, Millar was not an OEM. Its business focused on providing service, repairs, modernization and maintenance on elevators made by various manufacturers, such as Otis. Millar's facility was located at 620 Twelfth Avenue in Manhattan. Millar's president, David Fried, was primarily in charge of Millar's labor relations. The companies had separate payrolls, bank accounts, administrative staffs, and leases for its facilities and vehicles.

In early January, 2002,[7] the parent company's president, David Bauhs, announced that Schindler and Millar's operations would be merged into a single, integrated company. During the hearing in this case, the Employer's witnesses testified at length regarding why and how this merger occurred. Briefly stated, it appears that customers (including large real estate developers and management companies) prefer to deal with one company, both for installing elevators in their new buildings and for servicing and repairing elevators in their existing buildings, regardless of the manufacturer. Schindler therefore decided to pursue a "single brand strategy," combining both aspects of the elevator industry into one company. Accordingly, as of February 6, Schindler Elevator Corporation acquired all of Millar's assets, Millar was liquidated, and Millar employees were offered employment with Schindler. The merging of Millar's operations into Schindler's would thereafter allow the company to offer service, repair and modernization for both Schindler and non-Schindler equipment, as well as the original installation of Schindler equipment.

(ERISA) were also filed on behalf of the former Millar employees by the relevant benefit trust funds.

The merger of these two entities entailed an internal, corporate re-organization. Geographically, the company's New York region would now consist of New York City and Long Island. (The facility in Morristown, New Jersey, was transferred to the company's northeast region based in Pittsburgh, Pennsylvania, although the Schindler employees in Morristown continue to be represented by Local 1.) The New York region was subdivided into three organizational departments. First, the elevator installation and modernization department for New York City, managed by Charles Gutowski, is located in Millar's former facility at 620 Twelfth Avenue. It combines work that was performed exclusively by Schindler (new installation of Schindler equipment) and work that was performed primarily by Millar (modernization of existing equipment). The modernization manager and three of the modernization superintendents who now report to Gutowski previously worked for Millar. Second, the service and repair department in New York City, managed by Jim Iannaccone, is located at Schindler's facility at 1211 Avenue of the Americas. As described in more detail below, the service and repair department combines work that was previously performed by both Schindler and Millar, and is subdivided into five geographic branches (including a "midtown east" branch located at Schindler's facility at 50 Rockefeller Plaza). One of the five service branch managers who report to Iannaccone used to work for Millar. Third, a Long Island department, managed by Jim Assmus, continues to be located in Schindler's Lynnbrook facility. It combines installation, modernization and service work in that area. One of the three service superintendents there (Frank Gatt) used to work for Millar. Finally,

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7 All dates hereinafter are in 2002, unless otherwise indicated.

Schindler also continues to have its facility at East 38th Street, containing a warehouse, rigging and materials, training center and other offices.

After the merger, Schindler employees and former Millar employees[8] began to work from the same locations under the same supervisors. For example, service mechanic Steven DiRaimondo, who used to work out of Millar's Twelfth Avenue location, now reports to Schindler supervisor Ed Richardson at Schindler's Avenue of the Americas location. DiRaimondo testified that Richardson supervises a mixed group of Schindler employees and former Millar employees. DiRaimondo stated that he knew of other Millar mechanics (Israel Boya, Chris Ablehall) who also now report to Schindler supervisors. Branch manager Gennaro Spampanato testified that his branch (midtown south) now employs one Schindler supervisor, two former Millar supervisors, 30 to 33 former Millar unit employees and 12 to 15 Schindler unit employees. Some of the former Millar mechanics regularly report to the Schindler supervisor, and some Schindler employees work under the former Millar supervisors on particular jobs.

As noted above, Schindler mechanics used to perform service and repair work only on Schindler equipment in their geographic routes, whereas Millar mechanics performed service and repair work on equipment made by other manufacturers in their geographic routes. Both Spampanato and vice president Michael Landis testified that the integration of Schindler and Millar's service work has required cross-training of the mechanics, adjusters and supervisors. Landis claimed that, shortly after the merger, the

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8 All of the employees involved in this case are now Schindler employees. However, in order to distinguish the two sub-groups, the term "Schindler employees" herein refers to employees who worked for Schindler before the merger, and who continue to do so. The term "Millar employees" refers to former Millar employees who now work for Schindler.

company gave mechanics on-the-job training by sending two mechanics (one Schindler, one Millar) to each job, allowing each one to learn about the other type of equipment. The company also provided some "defined" training sessions at Schindler's training center at East 38th Street, and at training centers in New Jersey and Ohio. However, it is not clear from the record how many unit employees participated in the "defined" training. On cross examination, Landis conceded that he did not know how many former Millar employees attended the training sessions. Spampanato said specifically that he knew of three former Millar employees (two mechanics and an hourly superintendent) who attended training in Ohio for one week. Mechanic DiRaimondo did not specifically testify about training.

Landis further testified that, after the merger, it would be "tremendously inefficient and costly" for the company to have two different service mechanics going to two different buildings on the same block, i.e., one building with Schindler elevators and another building with non-Schindler equipment. Thus, the company decided to combine and reorganize the service routes geographically, requiring Millar mechanics to work on some Schindler equipment, and vice versa. On the other hand, as Spampanato acknowledged, it made sense to keep the mechanics assigned to the customers and equipment with which they were most familiar, to the extent possible. In the only *specific* example on the record of a service route change, former Millar mechanic DiRaimondo testified that his 45-elevator route (around West 57th Street, from 11th Avenue to 6th Avenue) now includes one building with Schindler equipment which he must service. Thus, if that example is typical, it appears that mechanics work mostly on the same equipment they used to work on, but that there is some limited cross-

functioning within the geographic area. Spampanato added that the adjustment of routes is "an ongoing process," and that he intends to "intercross" the routes more in the future, as Schindler employees gain more experience with non-Schindler equipment and vice versa.

The record contains evidence of contact and interchange among Schindler employees and former Millar employees in the service and repair department. Although most service work is done by one mechanic working alone, some jobs require more than one person, e.g., for safety reasons. Former Millar mechanic DiRaimondo testified that, since the merger, he has worked with Schindler employees on two-person jobs. Spampanato testified that his branch assigns two employees to service the Morgan Post Office building overnight (10:00 p.m. to 6:00 a.m.), and that those employees are assigned on a rotating basis from a list that includes both Schindler and Millar mechanics. Spampanato also testified that mechanics cover for each other during vacations, based on the geographic proximity of their service routes, regardless of whether they worked for Schindler or Millar. Furthermore, as for elevator repair,[9] Spampanato testified that former Millar employees work with Schindler employees on a daily basis, repairing both Schindler and non-Schindler equipment. For example, if former Millar employees need technical assistance in repairing Schindler equipment, a Schindler mechanic assists them. Finally, Spampanato testified that two mechanics (one from Schindler, one from Millar) work together as a team to service and maintain the 100 escalators at various locations within his branch.

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[9] Whereas "service" refers to routine repair and maintenance of customers' elevators under their service contracts, "repair" refers to heavy repair (e.g., replacing cables or removing a motor) that is not normally covered under the service contracts.

The record contains less detailed evidence of how the company's installation and modernization department has functioned since the merger. As noted above, this department is now located in the former Millar building on Twelfth Avenue. The installation managers (previously employed by Schindler) and the modernization manager (previously employed by Millar) all report to department manager Gutowski. Vice president Landis testified generally that the company plans to cross-train employees, so that Millar employees have the skills to work on new installations, and Schindler employees could perform modernization work on non-Schindler equipment. However, Landis conceded that he did not know specifically whether former Millar employees now perform new installation, explaining that "I don't get into that detail on a daily basis." Landis later said he was "sure" that former Millar employees had worked as part of construction crews performing new installations, under a lead mechanic or adjuster from Schindler, but he could not say how many employees or specify their names. The only specific example regarding this department involved one modernization project on Sixth Avenue in Manhattan requiring a crew of 8 to 10 employees to refurbish non-Schindler elevators. Initially, the company assigned a crew of Schindler employees, but they had trouble working on the non-Schindler equipment. As a result, the company needed to assign some former Millar mechanics and helpers and a former Millar supervisor, who had more expertise with that particular type of equipment. Thus, Landis noted, this crew ultimately consisted of Schindler and Millar employees working side by side on the same modernization project.

The record indicates that, since the merger, both Schindler employees and former Millar employees are paid from the same Schindler payroll. They receive the same

wages, benefits and other terms of employment under the Local 1 contract. The same managers who handled the labor relations and human resource functions for Schindler (Charles Gutowksi and Mike Shields, respectively) now continue to do so for the combined group including former Millar employees.

The record indicates that both Schindler employees and former Millar employees now wear the same Schindler uniform. The vehicles that some Millar mechanics used to drive were repainted with the Schindler name.

Analysis of accretion issue

In determining appropriate bargaining units and related accretion issues, the Board weighs such factors as bargaining history, functional integration of operations, centralization of management and administrative control, similarity of duties and skills, interchange of employees, common supervision and working conditions. The Board follows a particularly restrictive policy in accreting employees to an existing bargaining unit, since it precludes those employees from exercising their right to free choice regarding union representation. Towne Ford Sales, 270 NLRB 311 (1984), *enfd.* 759 F.2d 1477 (9th Cir. 1985). Thus, accretion is not warranted unless the group of employees in question has lost its "separate identity," and could not constitute a separate appropriate bargaining unit. Local 144, Hotel, Hospital, Nursing Home & Allied Services Union v. NLRB, 9 F.3d 218, 223, 144 LRRM 2617, 2620 (2nd Cir. 1993). In cases where bargaining units represented by two different unions have been merged into one unit, the Board will not find an accretion unless one union clearly predominates. Martin Marietta Chemicals, 270 NLRB 821 (1984).

In Martin Marietta, supra, the employer employed a unit of 159 employees represented by United Steelworkers of America at one facility (the "north plant"), where it quarried and manufactured lime products. Another employer employed a unit of 93 employees represented by United Cement Workers, Local 99, at an adjacent quarry (the "south plant"). After Martin Marietta acquired the south plant and hired all the workers there, it brought both plants under one central administration, including one personnel director responsible for labor relations of the combined facilities. The employer recognized the Steelworkers as representative of the unit, which now consisted of both north plant employees (63%) and south plant employees (37%). The employer physically joined the two quarries, with a ramp between them to move employees and equipment. Employees at both plants performed similar functions, with similar skills and equipment. Although most of the south plant employees continued to work at that plant, there was significant employee interchange between the two facilities. In those circumstances, the Board found that the previous separate identities of the two units had been "obliterated," and that one combined bargaining unit was "the sole appropriate unit." Id. at 822. However, since the Board also found neither unit "sufficiently predominant" to remove the question concerning representation, it ordered an election in the overall unit with both unions appearing on the ballot.

The same analysis applies when an employer seeks to accrete a group of employees represented by one union to a multi-employer bargaining unit represented by another union. For example, in Pergament United Sales, Inc. et al., 296 NLRB 333 (1989), *enfd.* 920 F.2d 130 (2nd Cir. 1990), an unfair labor practice case, Pergament employees were part of a large, multi-employer unit represented by Painters Local 1815.

(The record in that case did not indicate the precise number of employees but, based on the large number of stores involved, the administrative law judge concluded that the multi-employer unit was "immense.") In one store, independent concessionaires employed 30 employees who were represented by United Food and Commercial Workers Local 1245. Pergament decided to terminate its relationship with the concessionaires, to hire the concessionaires' employees, and to operate the entire facility by itself. The combined group of employees performed identical work in the store, under the same supervisors, and with centralized administration and labor relations. The former concessionaires' employees had "no separate group identity," and were found to be an accretion to the multi-employer unit represented by Painters Local 1815. In that case, contrary to Martin Marietta, the group represented by the recognized union was found to be "sufficiently predominant" to warrant the conclusion that no question concerning representation existed. Pergament, 296 NLRB at 345.

Thus, assessing a possible accretion requires an analysis of both quality and quantity. The traditional community of interest factors must be considered in order to assess whether the previously-separate group continues to maintain a separate identity, and the number of employees must be weighed in order to assess whether one union clearly "predominates." The Board has not specified a percentage required to establish such predominance. *Cf.* Martin Marietta, supra (63% for recognized union not sufficient, compared to 37% for other union) and Metropolitan Teletronics Corp., 279 NLRB 957, 960 (1986), *enfd.* 819 F.2d 1130 (2nd Cir. 1987)(63% sufficient to show recognized union's predominance, where only 5% had been represented by the other union, and the rest were new hires).

Applying these principles to the instant case, I find that the former Millar employees who became Schindler employees after the companies' merger constitute an accretion to the multi-employer bargaining unit represented by Local 1. The record demonstrates that Millar's operations have become completely integrated into Schindler's operations. Millar no longer exists as a separate operational entity at any level. Its facility at Twelfth Avenue now contains the combined installation and modernization functions of Schindler and Millar, with managers and employees who came from both companies reporting there. Schindler's other facilities in Manhattan and Lynnbrook now contain the combined service and repair functions of Schindler and Millar, with managers and employees who came from both companies reporting there. More importantly, at the rank-and-file level, mechanics and other unit employees share the same day-to-day supervision in their newly-combined departments and branches, performing similar types of work. Even the individual service routes have been integrated to some extent. Although former Schindler employees may continue to work primarily on Schindler equipment and former Millar employees may continue to work primarily on non-Schindler equipment, there is some evidence of cross-training and cross-functioning in that regard. And, although most service mechanics work alone on their routes, the record also contains evidence of contact between employees who were from both companies, such as on two-person service teams, two-person repair teams and an eight to ten-person modernization team. Finally, all Schindler mechanics now receive the same pay and benefits, and wear the same uniform.

The record clearly indicates that the former Millar employees no longer maintain a separate identity, as their functions and supervision have been completely integrated

with the unit employees who were already employed by Schindler. Millar's Twelfth Avenue facility no longer functions as a separate entity but, rather, has become one of Schindler's five facilities in the New York area. Under the departmental reorganization, all former Millar employees have been reassigned to one of the five facilities. They work under the same supervisors as Schindler employees. They perform the same or similar functions and, in some cases, work side-by-side. Under these circumstances, it would be impossible to somehow maintain a separate bargaining unit of former Millar employees, whose only distinguishing characteristic is their greater familiarity with non-Schindler equipment and their history of representation by Local 3. I therefore conclude that the former Millar employees no longer constitute a separate appropriate bargaining unit, and that they share an overwhelming community of interest with the unit employees who already worked for Schindler. Finally, I find the multi-employer EMANY bargaining unit represented by Local 1, which included 1,200 employees at the time when Schindler hired the 215 Millar employees, sufficiently predominant to find an accretion.[10] I will therefore clarify the EMANY bargaining unit to include the Schindler employees who were previously employed by Millar.

CONCLUSIONS AND FINDINGS

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[10] The pre-existing EMANY unit of 1,200 employees constituted 85% of the later-combined EMANY unit of 1,415 employees. Of course, the number of existing unit employees at Schindler (400) would be only 65% of a combined unit of 615 Schindler employees, including the former Millar employees (35%). Under Martin Marietta, such a percentage might not suffice to remove a question concerning representation in a hypothetical Schindler-only unit. However, the case law is clear that the entire multi-employer bargaining unit must be considered in assessing a possible accretion. Pergament, supra. In any event, it appears that neither union seeks to represent the now-615 Schindler employees in a unit separate and apart from the EMANY unit. *Cf.* United Hospitals, Inc., 249 NLRB 562 (1980)(RM petition dismissed where Board found no accretion to multi-employer unit, and union did not seek to represent those employees in a separate unit).

Upon the entire record in this proceeding,[11] I conclude and find as follows:

1. The Hearing Officer's rulings made at the hearing are free from prejudicial error and hereby are affirmed.

2. Schindler Elevator Corporation is a domestic corporation with its principal office and place of business located at 20 Whippany Road, Morristown, New Jersey, and with facilities in various states including the State of New York. It is engaged in the construction, modernization, repair and maintenance of elevators, escalators and related equipment. The parties stipulated that, during the past 12 months, Schindler purchased and received at its New York facilities, supplies and materials valued in excess of $50,000 directly from points outside the State of New York. I find that the Employer is engaged in commerce within the meaning of the Act, and that it will effectuate the purposes of the Act to assert jurisdiction in this case.

3. Both Local 1 and Local 3 are labor organizations as defined in Section 2(5) of the Act, and claim to represent certain employees of the Employer.

4. In accordance with the discussion above, the 215 former Millar employees who are now employed by Schindler constitute an accretion to the multi-employer bargaining unit represented by Local 1. No question concerning representation exists.

ORDER

Accordingly, IT IS HEREBY ORDERED that the existing contractual bargaining unit represented by Local 1, International Union of Elevator Constructors, AFL-CIO,

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[11] I hereby amend the transcript sua sponte as indicated in the Appendix attached hereto. References to the record are abbreviated herein as follows: "Tr. #" refers to transcript page numbers, and "Bd. Ex. #," "Er. Ex. #" and "Loc. 3 Ex. #" refer to Board, Employer and Local 3 exhibit numbers, respectively.

consisting of employees of employer-members of the Elevator Manufacturers' Association of New York (EMANY) be clarified to include all mechanics, helpers, apprentices, adjusters and hourly superintendents employed by Schindler Elevator Corporation who were previously employed by Millar Elevator Industries, Inc.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570. This request must be received by August 1, 2002. The request may **not** be filed by facsimile.

Dated: July 18, 2002

/S/ Alvin Blyer

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Alvin Blyer
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385-7533-4000
385-7533-4080-5000

420-9000

440-6775

APPENDIX

The transcript is hereby amended as follows:

Page 5, line 8 of exhibit index: "Local 3" rather than "Local 1".

Page 6, line 18: "Norman" Rothfeld, rather than "Normal".

Page 11, line 7: "EMANY" (acronym for Elevator Manufacturers' Association of New York), rather than "M & E".

Page 13, line 22: "ERISA" (acronym for Employee Retirement Income Security Act) rather than "ARISA".

Page 185, line 5 of exhibit index should indicate that a two-part exhibit was admitted into evidence as Board Exhibit 3(A) and (B) on p. 229.

Page 185 of exhibit index should also indicate that Local 3 Exhibit 2 was received into evidence on p. 376.

Page 324, line 6: "Jim Iannaccone" rather than "Jimiana Kone".

Page 363, line 5: "MR. ROTHFELD" rather than "MR. SILBER".